

**Visa Business card - Visa Business Advantage card - Visa Business Freedom Solutions package
Visa US Business card - Visa Corporate card - Visa Purchasing card**

Waiver of Liability Certificate

What is the Visa Waiver of Liability Benefit provided by Fédération des caisses Desjardins du Québec (hereafter “Desjardins”)?

The Desjardins Visa Waiver of Liability Benefit allows Eligible Companies that have established an Account Agreement with a Visa Business card, Visa Business Advantage card, Visa Business Freedom Solutions package, Visa US Business card, Visa Corporate card or Visa Purchasing card (for all cards, hereafter “Visa Desjardins commercial card”) to request Desjardins to waive the Eligible Company's liability for certain Unauthorized Charges made by its Cardholders.

Who Provides this Benefit?

The Visa Waiver of Liability Benefit is a benefit provided directly to you by Desjardins.

What is the Maximum Amount of the Benefit?

The Desjardins Visa Waiver of Liability Benefit provides for the waiver of the Eligible Company's liability for Unauthorized Charges up to \$100,000 per Visa Desjardins commercial card subject to the terms, conditions and limitations set out in this Certificate.

Definitions

"Affidavit of Waiver" means a written request sent to Desjardins from the Eligible Company requesting Desjardins to waive the Company's Unauthorized Charges in accordance with the terms and conditions of this Certificate.

"Card" shall mean a Visa Desjardins commercial card issued by Desjardins to the Eligible Company.

"Cardholder" means the designated employee of an Eligible Company who is over 18 years of age and who is authorized to use the Card for Eligible Company business only. The Eligible Company will not name any person to receive a Card on any of its present or future accounts if that person has been named at any time by the Eligible Company in an Affidavit of Waiver.

"Charges" means the amounts, billed or unbilled, including purchases and cash advances, charged to the Cardholder's Card.

"Date of Notification of Employment Termination" means the date the Eligible Company gives or receives a written notice of immediate or pending employment termination of a Cardholder or the date on which the Cardholder leaves the Eligible Company's service whichever is earlier, or if the Cardholder is a member of a bargaining unit of a union and the employer contract includes grievance procedures, the date the Eligible Company files a grievance with the labour arbitrator recommending the Cardholder's employment be terminated.

"Eligible Company" means a corporation, partnership, sole proprietorship or any other entity which has signed and still has an active and in force Card Account Agreement with Desjardins.

What are Unauthorized Charges?

- A. "Unauthorized Charges" are Charges to a Cardholder's Card incurred by a Cardholder:
- a) which are charged without the approval of the Eligible Company and/or which do not benefit the Eligible Company directly or indirectly in whole or in part; or
 - b) for which the Eligible Company has reimbursed the Cardholder but the Cardholder has not paid Desjardins.

Provided that such Unauthorized Charges:

- i) are billed within the seventy-five (75) days preceding the Date of Notification of Employment Termination, or preceding the date Desjardins receives the request from the Eligible Company to cancel the Card account on which Unauthorized Charges were incurred;
 - ii) are unbilled up to fourteen (14) days after Desjardins has received a request to cancel the Cardholder's Card but were incurred prior to such request being received and provided the Eligible Company must have notified Desjardins within two (2) business days of the Notice of Termination of Employment;
 - iii) are discovered not later than 75 days after the termination of this Certificate.
- B. Auditors fees incurred with the **Administrator's** written consent solely to substantiate the amount of the claim are covered.

What are Not Waivable Charges?

The following Charges are excluded and not covered by the Waiver of Liability Benefit, whether they are Unauthorized Charges or authorized Charges.

1. Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the Eligible Company's outstanding shares, or persons who are not employees of the Eligible Company at the time Charges were incurred.
2. Interest or fees imposed by Desjardins on outstanding unpaid Charges.
3. In cases where Desjardins invoices the Cardholder, any amount on a cheque submitted by a Cardholder which is not paid by the Cardholder's financial institution, if the Cardholder has, within the last twelve (12) months, submitted any other cheque to Desjardins which was not paid by the Cardholder's financial institution.
4. Charges to purchase goods or services for the Eligible Company or bought for someone else if instructed or approved by the Eligible Company will not be covered. However, these Charges would be covered if Desjardins bills the Cardholder directly, where the Eligible Company has reimbursed the Cardholder and the Cardholder has not paid Desjardins.
5. Charges billed by the Cardholder more than fourteen (14) days after Date of Notification of Employment Termination.

6. Charges billed by the Cardholder more than fourteen (14) days after Desjardins receives the request by the Eligible Company to cancel the Card.
7. Charges billed on, or after the Date of Notification of Employment Termination if such Notification of Employment Termination was not sent to Desjardins within two (2) business days of the Date of Notification of Termination.
8. Charges billed where the Eligible Company has not notified Desjardins in writing to cancel the Card within two (2) business days of the Eligible Company's intention to cancel or no longer authorize usage of the Cardholder's Card.
9. Charges resulting from either a lost or stolen Card or Charges to a Card account which is closed, frozen or ninety (90) or more days delinquent.
10. Cash advances, after the Date of Notification of Employment Termination or immediately after Desjardins receives the request by the Eligible Company to cancel the Card, in excess of \$300.00 per day per Cardholder, or a maximum of \$1,000.00 per Cardholder, whichever is less.
11. Any interest on money owing.

What are the Responsibilities of your Eligible Company?

Notification to Desjardins. The Eligible Company may request Desjardins to waive the Eligible Company's liability for Unauthorized Charges only if the Eligible Company meets **all** of the following requirements:

1. The Eligible Company must use its best efforts to retrieve the Cardholder's Card from the employee and must notify Desjardins in writing to cancel the Card within two (2) business days of the Date of Notification of Employment Termination or within two (2) business days of the Eligible Company's intention to cancel or no longer authorize usage of the Cardholder's Card.
2. The Eligible Company must notify Desjardins in writing to cancel the Card within two (2) business days (See Sample Letter 1 attached) of:
 - (i) the Date of Notification of Employment Termination or;
 - (ii) it's intention to cancel and/or no longer authorize usage of the Cardholder's Card and;

such letter must state:

- (i) If applicable, state the Cardholder's employment has terminated and the Date of Notification of Employment Termination.
- (ii) If applicable, state the Cardholder's Card is cancelled or no longer authorized.
- (iii) The Cardholder's name, Card number, home address and if the employee was terminated, the last known business addresses.
- (iv) If the Card was retrieved from the Cardholder and, if so, the date it was retrieved and confirmation that such card is still in the Eligible Company's possession or the credit card is enclosed therein.

- (v) The Eligible Company requests the waiver of Unauthorized Charges.

Notification to Cardholder. In cases where Desjardins sends its statements directly to the Cardholder, the Eligible Company must deliver to the Cardholder or send by first-class mail in writing, a notice (See Sample Letter 2 attached) stating the Cardholder's Card has been cancelled, and instruct the Cardholder to:

- (i) immediately discontinue all use of that Card;
- (ii) immediately pay any outstanding amounts owed to Desjardins; and
- (iii) immediately return the Card to the Eligible Company.

If the Eligible Company knows know that a Cardholder is receiving reimbursement for Charges but is not paying Desjardins for those Charges, the Eligible Company must promptly give written notice to Desjardins.

How To Make a Claim

1. An authorized official of the Eligible Company must send an "Affidavit of Waiver" (See Sample Letter 3 attached) to Desjardins in writing. The affidavit of waiver must be sent within thirty (30) days of the employee's Notification of Employment Termination or the date of the Eligible Company's intention to cancel the Cardholder's Card.
2. All claim documents must be filed with the Administrator within six (6) months from the employee's Date of Notification of Employment Termination.

Inquiries

Please direct any claim inquiries to the Administrator:

Royal & Sun Alliance Insurance Company of Canada
Attention: Claims Management Services
2 Prologis Blvd., Suite 100
Mississauga, Ontario
L5W 0G8

Within the Toronto Region telephone (905) 403-2283
Outside the Toronto Region telephone 1-800-544-2971

Please refer to the Visa Waiver of Liability Benefit.

Recovery

If the Eligible Company recovers any amounts for Unauthorized Charges from any source after the Eligible Company has filed an Affidavit of Waiver with Desjardins, the Eligible Company will remit all such amounts to Desjardins. The Eligible Company agrees to assign any rights it may have to collect such amounts from the Cardholder to Desjardins. The Eligible Company agrees to assign any rights it may have to collect such amounts from the Cardholder to Desjardins.

Other Insurance

This program does not cover losses that are covered by other insurance, and/or, losses that would have been paid if this program did not exist. Losses that are above those covered by other insurance as noted, but less than the benefit limit provided for in this Certificate are eligible for payment.

The Visa Waiver of Liability Benefit is not an insurance benefit and this Certificate is not a contract of insurance.

Termination

Coverage under this Certificate will automatically terminate on the earliest of the following:

- 1) the date the Eligible Company's Card account agreement is cancelled; or
- 2) the date this Certificate is terminated by Desjardins; or
- 3) thirty (30) days after the date of written request for cancellation by Desjardins.

Misstatement

Any fraud, misstatement or concealment by the Eligible Company either in regard to any matter affecting this Certificate or in connection with the making of a claim shall render this Certificate null and void.

Currency

All claims will be paid in Canadian dollars.

(Name of commercial card)
WAIVER OF LIABILITY CERTIFICATE

**Sample Letter 1 (Terminated and Non Terminated Employee)
Request to Cancel Card**

Date

Name

Company

Address

City, Province

Postal Code

Visa Commercial Card Centre

(Name of Financial Institution)

Address

City, Province

Postal Code

Re: Request for Cancellation of Visa _____ Card

To (Name of Financial Institution) Representative:

Our employee gave notice and/or received oral or written notice of termination and/or left the **Eligible Company's** service. (In the case of a Cardholder who is a member of a bargaining unit, a grievance has been placed with the labour arbitrator recommending that the Cardholder's employment be terminated.) We request that this account be cancelled immediately.

Account Number _____

Employment Termination Date _____

Cardholder's Name _____

Home Address _____

Home Telephone Number _____

Business Address _____

Business Telephone Number _____

(Name of commercial card)
WAIVER OF LIABILITY CERTIFICATE
Request to Cancel Card

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We understand that in order to request that Unauthorized Charges be waived on the above-numbered account we must file an Affidavit of Waiver as described in the (Name of commercial card) Liability Waiver Certificate within 30 days of the Date of Notification of Employee Termination (as defined in the Certificate).

Please be advised that:

Charges (*Check One*):

- The **Eligible Company** was billed for Charges made by the Cardholder.
- Where statements were sent directly to the Cardholder, the Cardholder has been contacted in writing and directed to immediately pay all outstanding Charges. A copy of the letter sent to the Cardholder is attached.

Retrieval of Card (*Check One*):

- Our Company has retrieved the (Name of commercial card) which has been enclosed.
- Our Company has retrieved the (Name of commercial card) which is in our possession.
- The Cardholder is still in possession of the (Name of commercial card) but has been contacted in writing and directed to discontinue all use of the (Name of commercial card) and to return the (Name of commercial card). A copy of the letter sent to the Cardholder is attached.

If I can provide further information I can be reached at _____
(Telephone number/Fax number)

Yours truly,

Signature

Title (*Must be Corporate Officer*)

Note: This letter must be forwarded to your financial institution within 2 business days of the Date of Notification of Employment Termination.

(Name of commercial card)
WAIVER OF LIABILITY CERTIFICATE

Sample Letter 2 (Terminated and Non Terminated Employee)
Written Notification to Employee
of Card Cancellation

Date

Name

Company

Address

City, Province

Postal Code

Employee Name

Home Address

City, Province

Postal Code

Dear (Employee Name):

Please be advised that we have cancelled your (Name of commercial card) (account number: _____), and that your rights to use the card ended when you ceased to be an employee of our Company. Please discontinue immediately all use of the card and return it to us if you have not already done so.

If you were billed directly by the (Member Name), you must immediately pay any outstanding charges that you owed on the card.

Thank you for your co-operation in this matter.

Yours truly,

(Authorized Signature)

(Name of commercial card)
WAIVER OF LIABILITY CERTIFICATE

Sample Letter 3 (Terminated and Non Terminated Employee)
Affidavit of Waiver

Date
Name
Company
Address
City, Province
Postal Code

Visa Commercial Card Centre
(Name of Financial Institution)
Address
City, Province
Postal Code

Re: Request for Waiver of Charges Under Waiver of Liability Certificate _____
Account Number _____
Cardholder's Name _____
Claim Number _____

To (Name of Financial Institution) Representative:

I wish to certify the above named Cardholder with an Employment Termination Date of _____ according to the terms of the above Certificate has used his/her (Name of commercial card) to make Unauthorized Charges or cash advances, totalling \$ _____ which did not benefit our corporation.

Attached you will find a list of the Charges that we have discovered to date (*provide copies of Cardholder's statements and indicate which charges were Unauthorized Charges*).

We would like to request waiver of these Charges under the terms and conditions of the Waiver of Liability Certificate referenced above.

Yours truly,

Signature

Title

Witness Signature
(Must be Corporate Officer)

Witness Title
(Must be Corporate Officer)

Note: This letter must be forwarded to your financial institution within 30 days of the Date of Notification of Employment Termination.